BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Tender enquiry No.: BESCOM/2023-24/SE0105 date– 12.02.2024

REQUEST FOR PROPOSAL (RFP)
FOR

"Project Management Consultancy services to BESCOM for implementation of Upgradation of DAS in Bengaluru city Project"

SECTION – II

INSTRUCTION TO BIDDERS
(ITB)

ISSUED BY
General Manager (DAS, SG & TIC)
BICC-1, 23rd Main, 17th cross, 2nd sector, HSR Layout, Bangalore - 560102
E-mail: gmdas@bescom.co.in
Phone: 080-22586356, 9448279010

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Section – II INSTRUCTION TO BIDDERS (ITB)

1. ELIGIBLE BIDDERS

(a) a Bidder shall not be one of the following;

i. a firm or an organization which has been engaged by BESCOM to provide consulting services for the preparation related to procurement or implementation of this Project,

ii. any association/affiliates (inclusive of parent firm) of a firm or an organization mentioned in subparagraph (i) above, or

iii. a firm or an organization who lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement or implementation of the project,

(b) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

(c) A firm shall submit only one bid individually. No firm can be a subcontractor while submitting a bid individually. A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A bidder who submits or participates in more than one bid will cause all of the proposals in which the bidder has participated to be disqualified.

BESCOM requires that Bidders/Suppliers/Contractors observe the highest standard of ethics during execution of the contracts.
BESCOM,

a) defines, for the purposes of this provision, terms set forth as follows;

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after Bid submission) designed to

establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

2. ISSUE OF TENDER DOCUMENTS

Bidders can download the tender documents from e-procurement portal (https://kppp.karnataka.gov.in) from the time mentioned in Section I- clause 1.1. The schedule for submission of tender documents, Opening of technical bid and price bids is as defined in Section I- clause 1.1.

3. QUALIFYING REQUIREMENTS OF BIDDERS

The Technical and Financial criteria of qualifying requirements are as specified in Section I – Invitation for Bids under the Clause 1.4.

3.1 General Criteria

a. The pre-qualification conditions described in Section I- clause 1.4 are mandatory requirements and are also required to be fulfilled by the bidders in their individual capacity.

b. Notwithstanding the above, if it is found that the performance vis-à-vis the Purchase Orders placed on the bidder by any Purchaser, is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.

c. Even though the Bidders meet above qualifying criteria, as per their statements they are subject to be disqualified if they have;

- Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or;
- Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in providing services, or financial failures etc.,
- Participated in the previous Tender for similar scope of work, had quoted unreasonably high tender prices and could not furnish rational justification.

d. In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security, disqualify the offer of such Bidder and blacklist the firm.

e. In the event of the information furnished by Bidder is found to be false during the execution stage, then the BESCOM at its liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.

f. Bidder shall remit bid security/ EMD at BESCOM at the time of bidding and the successful bidder shall submit 10% of value of awarded Cost towards security deposit at BESCOM at the time of awarding the tender as Contract Performance Guarantee (CPG).

g. Notwithstanding anything stated above or elsewhere in the Tender specifications, BESCOM reserves right to assess the Capability/suitability of the Bidder to perform the overall Contract should the circumstances warrant such assessment in the overall interest of BESCOM.

h. BESCOM reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.

i. BESCOM reserves the right to cancel, withdraw, or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

j. Conditional offers are liable for rejection.

k. BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.

l. Tender not submitted through the e-procurement portal is liable to be rejected.

m. Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.

n. BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM.

o. BESCOM reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful Bidder, for the purpose of verification before awarding the contract.

p. Bidder shall have to be an entity registered in India in accordance with law.

q. Bid shall be in the language as prescribed in Clause 11.1.

r. Bidder shall follow Indian laws regulations and standards.

s. Tender fee and Bank Guarantee shall be in Indian Rupees only.

t. Tendering by the agent shall not be accepted.

u. In this tender, Only Single Bidder is allowed for participation and no consortium is allowed.

v. Any bid not found to be in conformance with any of the pre-qualifying conditions will be summarily rejected and not considered for further evaluation.

w. Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as per the GO No. FD 455 Exp- 12 2020 BENGALURU Dated: 25.8.2020.

- "Bidder" (including the term 'tenderer', consultant' or' service provider' in certain contexts) means any person or firm or company, every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- "Bidder from a country which shares a land border with India" for the purpose of this order means:-

  i. An entity incorporated, established or registered in such a country; or

  ii. A subsidiary of an entity incorporated, established or registered in such a country; or

  iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or

  iv. An entity whose beneficial owner is situated in such a country; or

  v. An Indian (or other) agent of such an entity; or

  vi. A natural person who is citizen of such a country.

  vii. The beneficial owner for the purpose of above clause will be as under:

    a) In case of a company or limited Liability Partnership, the beneficial owner is the natural persons (s), who, whether acting alone or together, or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means.

Explanation:-

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical persons, has ownership of or entitlement to more that fifteen percent of the property or capital or profits of such association or body of individuals;

d) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural persons exercising ultimate effective control over the trust through a chain of control or ownership.

- An agent is a person employed to do any act for another, or to represent another in dealing with third person.
- A certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following format: "I have read the clause regarding restrictions and procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached)."

x. No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Payment terms.
iii. Price Basis.
iv. Guarantee.
v. Change in offered quantity vis-à-vis the tendered quantity.
vi. Security Deposit.
vii. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

4. Documents to be submitted by Bidders

The bidders must upload all documents required to prove Eligibility of the Bidders as required in Section I Clause 1.4 and in addition to above the following documents needs to be uploaded:

a. Company Profile document of Bidder.

b. Copy of Permanent Account Number (PAN) Card of bidder.

c. Presentation and Write up on the proposed approach and methodology to be adopted for the project as per Form 8.

d. The Curriculum Vitae of the Key Experts proposed to be involved in the project, duly signed by the Personnel and authenticated by the Bidder.

e. Power of Attorney in favour of all the persons signing the documents, if any, on Non- Judicial Stamp Paper of Rs. 200/- duly notarized in name of the Bidding Entity.

f. GST registration or CST registration or KST registration Forms.

NOTE: *All those documents for which format has not been specified in Annexures or elsewhere in the bid documents, the bidders are required to submit the same in a format suitable to them duly signed with seal of the Bidder.*

5. Contract Period

Contract period for project management consultancy services is 10 months. Contract period can be extended by 8 months, if required for implementation with the same terms and conditions.

6. Cost of Bidding

Bidder shall bear all Costs and expenses associated with preparation and submission of its Bid including Pre/Post Bid discussions, Technical and other Presentations etc., and BESCOM will, under no circumstances, be responsible or liable for these Costs, regardless of the conduct or outcome of Bidding process.

7. CONTENTS OF BID DOCUMENTS

The services required, Bidding procedures and contract terms are prescribed in the Bid documents. In addition to the Invitation for Bids, the Bid documents include:

a) Invitation for Bids (IFB)
b) Instruction to Bidders (ITB);
c) General Conditions of Contract (GCC) and
d) Annexures

8. Understanding of Bid Documents:

A prospective bidder is expected to read carefully all instructions, forms, terms and specifications in the bid documents and fully self-appraised / understood all the conditions and matters, which may in any way affect the scope of work or the cost there of and furnish the same in the bid documents. Failure to furnish all required information in the bid documents or submission of a bid not furnishing with the required information in every respect, it will be at the bidder's risk and which may result in rejection of bid.

9. Clarifications on Bid Documents

a) The prospective bidder finds any discrepancies or omissions in the bid documents or is in doubt as to ascertain the true meaning of any clause / section / word / parameter, the bidder shall seek clarification on such issues to the Employer only in writing format or e-mail, using the Employer's contact information in the NIT on or before the date and time as mentioned in the e-Procurement platform. The queries must be submitted in the following format only to be considered for clarification.

Sl.No.	Section no/ Clause No.	Page No	Description/ Reference/ Subject	Clarification Sought

b) Letters seeking clarifications received subsequent to the mentioned date will not be entertained. Interested Bidders may also submit online queries through the e-Procurement platform/email and need to mention their firm credentials along with online queries.

c) The Employer will issue clarifications (including the query but without identifying the source of inquiry) on Karnataka e-procurement portal (http://eproc.karnatak.gov.in). After the clarifications are issued, bidder may submit the bid but within the time and date as specified in Notice Inviting Tender (NIT). All such clarifications shall form part of bid documents and shall accompany the bidder's proposal. All requests shall be submitted not later than the date indicated in Section I Clause 1.1 for any clarifications.

d) Verbal clarifications and information given by the Employer or his employee(s) or his representative(s) shall not in any way be binding on the Employer.

10. Amendment of Bid Document

a) BESCOM reserves the right to add/modify/delete any portion of this document by issuing an amendment. The amendment will be issued in e-procurement portal and such amendment will be binding on the bidders

b) At any time prior to the deadline for submission of Bids, Employer may for any reason whether on its own initiative or in response to clarification requested by a prospective bidder, modify / amend the bidding conditions by issue of an addendum/ corrigendum.

c) All amendments / clarifications will be notified at Karnataka e-procurement website. No separate communication in this regard shall be made with any bidder. It will be the responsibility of bidder to regularly visit the website to keep themselves updated on such changes. Employer will bear no responsibility or liability arising out

of non-receipt of same in time or otherwise.

d) No clarification obtained through verbal communication by the Bidders from any officer, agent or employee of BESCOM or any staff will be deemed as addendum/ corrigendum to the Tender document.

e) In order to afford prospective bidders reasonable time to take the amendment into account while preparing the bids the Employer may, at its discretion, extend the due date for submission of bids.

f) All amendments / clarifications shall be binding on bidders and the bidder shall give due consideration while preparation & submitting of the bids. Such amendments / clarifications invariably enclosed as a part of the bid.

11. Preparation of Bids

11.1 Language of Bid

Bid prepared by the Bidder, all correspondence and Documents relating to the Bid, exchanged by Bidder and BESCOM, shall be written in English Language only, provided that any Printed Literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English translation of its pertinent passages. Failure to comply with this may disqualify a Bid. For purposes of interpretation of the Bid, English translation shall govern.

11.2 Local Conditions

It will be imperative on each Bidder to fully inform themself of all local conditions and factors which may have any effect on execution of the contract covered under these Documents and Specifications. BESCOM shall not entertain any request for clarifications from Bidders, regarding such Local conditions.

It must be understood and agreed that such factors have properly been investigated and considered while submitting proposals. No claim for financial adjustment to the contract awarded under these Specification and Documents on account of Local conditions will be entertained by BESCOM. Neither any change in time schedule of the contract nor any financial adjustments arising thereof shall be permitted by BESCOM, which are based on lack of such clear information or its effect on cost of works of the Bidder.

11.3 Documents comprising the Bid

Bid submitted by Bidder shall comprise the following documents and upload in e- procurement portal:

a. Bid Form duly completed and signed by Bidder, together with all

Attachments.

b. Price Schedules duly completed by Bidder.

Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements.

11.4 PRICES

a) The Prices are Fixed and Firm throughout the period of contract, except taxes. No price variation will be allowed. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

b) Any variation in the rates etc., will not be allowed on any ground, such as a mistake while quoting in the e-procurement portal, misunderstanding etc., after the Bid has been submitted. If the firm becomes lowest Bidder by virtue of such rates quoted, and does not agree to supply at the quoted rates, the EMD of such firm will be forfeited and BESCOM reserves the right to blacklist the firm.

c) Unless otherwise specified, Bidders have to quote for the complete package as a whole. Any alteration in rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted.

Quoted rate shall be inclusive of the following.

a. Quoted cost shall be, inclusive of all applicable duties, taxes and levies paid as applicable on the last day of submission of bid.

b. Price quoted shall be inclusive of costs required for making own arrangements for workshops, transport, travel and for accommodation to himself & their staff, photograph, videography, stationery charges and all other related expenses for completing the scope of work & terms and conditions included in RFP. Bidder will not be entitled for any other charges, allowances or weightages apart from quoted rates. Bidder shall quote only in Indian National Rupees (INR). Detailed break up, covering all the Price Components of Unit Prices as well as Total Bid Price, as stipulated in the appropriate Price Schedules of Bid Proposal Sheet shall be furnished by the Bidder. This break up shall be entered separately in following manner:

i. Price of services quoted. Example- Services, inclusive of all applicable Duties, Taxes and Levies paid.

ii. GST and any other Taxes and Duties which will be payable by BESCOM on the works/services, if this Contract is

Awarded. The Bidder's separation of Price Components will be solely for the purpose of facilitating the comparison of Bids by BESCOM, for Contract Price amendment due to Quantity variation and for on Account Payments (in case of Award) and shall not in any way limit BESCOM's rights.

11.5 Taxes and Duties

a) Prices quoted by bidder shall be inclusive of all applicable taxes & duties. No separate claim on this behalf shall be entertained by BESCOM either during contractual period or during extended period, if any.

b) The bidders have to quote GST and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. If no mention is made then prices quoted will be evaluated as inclusive of all taxes.

c) Successful Bidder is liable for all applicable taxes and duties etc. and maintain adequate books and records in connection with contract and shall make them available for inspection and audit by BESCOM or any agency authorized by BESCOM during the terms of contract until expiry of the performance guarantee.

d) Any such Taxes, Duties, Levies etc., not considered by Bidder but payable as applicable on the date of bidding shall be to Bidder’s account and no separate claim on this behalf shall be entertained by BESCOM.

e) BESCOM will deduct Tax at Source as per applicable law from the proceeds payable to Contractor. BESCOM shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

f) Applicable taxes shall be borne by bidder and not by BESCOM. Further, the tax to be remitted directly by BESCOM to the tax authorities as per the guidelines from Government of India will be deducted from the payables to the Firm.

g) With respect to Income Tax, Surcharge on Income Tax and any other Corporate Tax, BESCOM shall not bear any Tax liability whatsoever. Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Indian Law.

h) Any changes in tax components/ structure shall be accommodated and adhered to by both parties as per the directions & directives mandated by Central/ State Government. In case there is any increase in taxes, same shall be borne by successful bidder and if in case the taxes are reduced the Successful Bidder shall avail the benefit and pass on to BESCOM.

i) Before quoting, Bidder shall ascertain from concerned Tax Authorities, the applicability of GST etc. and include the same in quoted price. No separate Claim in this regard will be entertained by BESCOM, as it is the responsibility of the bidder to pay all these Taxes.

j) No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier.

11.6 Bid Validity

Bids submitted by Bidders shall remain valid for acceptance for one hundred and eighty (180) calendar days after the date of opening of Technical Bids prescribed by BESCOM. A Bid valid for a shorter period may be rejected by BESCOM as being non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of the contract.

In exceptional circumstances, BESCOM may solicit the Bidder's consent for an extension of period of validity. The request and response thereto shall be made in writing (including E- mail). In such an event, Bid Security provided under Section 1.7 shall also be extended by the same period as the extension in validity of bid. Bidder may refuse the request without becoming liable for forfeiture of their Bid Security. Bidder agreeing to extension will not be required or permitted to modify its Bid.

11.7 Format of Commercial Offer

The Commercial offers must not contradict the technical offer in any way.

12. Submission of Bids

12.1 Preparation of Bid/ Proposal

Bidder shall submit only one Bid. If, Bidder submits more than one Bid, all such Bids shall be disqualified.

Bid/ Proposal as well as all related correspondence exchanged by Bidders and BESCOM shall be written in English Language, unless specified otherwise.

In preparing their Bid/ Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid/ Proposal.

Technical Bid/ Proposal shall not include any financial information. A technical Proposal containing financial information may be declared non-responsive.

12.2 Financial bid/ proposal

a. Financial Proposal shall be directly entered in e-procurement portal. It shall list all costs associated with the Assignment/ Job, including various deliverables costs and taxes. Financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

b. Bidders are to Enter/Key-In the bid price directly in e-Procurement portal of GoK, in the financial bid section. Only the price entered/keyed-in e-procurement portal will be considered for bidding purpose and no document uploaded as financial bid is to be considered.

c. Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of e-procurement portal.

d. If bidder uploads financial bid in technical section such bids will be summarily disqualified. Bidders shall give a break-up of the prices in detail as Hard copy in sealed cover on the date of opening of the Price bids.

e. Best and firm price should only be quoted.

f. Bidder must quote in Indian Rupees (in INR) only. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.

g. Prices offered shall be on a fixed price basis inclusive of all taxes and should not be linked to foreign exchange or any other variable.

h. Prices offered should be inclusive of all deliverables mentioned in Section I Clause 1.3 Scope of work.

12.3 Format of Bids

a. The bids shall be uploaded in the e-procurement portal, on or before the last date and time of submission of bids. Bids not submitted through e- procurement portal (https://kppp.karnataka.gov.in) and non-submission of EMD will be disqualified.

b. The information and documents shall be submitted by the Bidders as per the guidelines, formats, schedules, fees, and other specification in this Section, as well as this document in general.

c. All the documents in support of qualifying requirements and all

necessary documents shall be scanned and uploaded in the E-Procurement website (https://kppp.karnataka.gov.in).

12.4 Tender processing Fee

The eligible bidders who wish to participate in the tender shall have to pay the non-refundable tender processing fee as specified in the e-procurement portal https://kppp.karnataka.gov.in. Bidder shall be familiar with the rules and regulations of the e-procurement portal. BESCOM shall not be held responsible for any disputes/ issues.

12.5 Last Date for Submission of Bids

a. Bid shall be uploaded to the e-procurement portal on or before the last date and time for submission of Bids indicated in Section-I Clause 1.1.

b. BESCOM may, at its discretion, extend this deadline for submission of bids by amending the Bidding Document, in which case all rights and obligations of BESCOM and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

12.6 Late Bids

Any Bid uploaded by bidder after the Time and Date fixed or extended for submission of Bids prescribed by BESCOM, will be rejected and not considered for evaluation.

12.7 Modification and Withdrawal of Bid

a. Bid shall be submitted in electronic form. No hard copies shall be accepted.

b. Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification is submitted to BESCOM.

Or Withdrawal is received by owner prior to the deadline prescribed for submission of bids.

c. No bid may be modified subsequent to the deadline for submission of bids.

d. No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

13. Bid Opening

13.1 Opening of Bids

a. The e-procurement system allows BESCOM to download and open the submitted bid files from bidders only after the time for opening

the bids.

b. Bids will be opened as per the dates given in e-procurement portal.

c. Bidder's representatives (up to 2 Persons) could choose to attend for opening of bids stipulated in the Notice Inviting Tender (NIT). In case any extension has been given thereto, Bidder's representatives (up to 2 Persons) can choose to attend on the extended Bid opening Date and Time. The Bidder's representatives who are present shall sign in a register evidencing their attendance.

No electronic recording devices will be permitted during bid opening.

d. Price bids of all qualified technical responsive bidders shall be opened in presence of representatives (up to two per firm) of such bidders who choose to be present. Price bids of responsive bidders will be opened only after completion of successful technical evaluation.

e. Submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.

13.2 Clarification of Bids:

To assist in the examination, evaluation and comparison of bids, BESCOM may, at its discretion, ask the Bidder for clarification of their Bid. The request for clarification and response shall be in writing and no change in Price or Substance of the Bid shall be sought, Offered or permitted.

13.3 Preliminary Examination:

a. BESCOM will examine the Bids to determine whether they are complete, whether required Sureties have been furnished, whether documents have been properly signed and whether bids are generally in order.

b. Bids shall be examined to determine whether:

i. They are complete and all supporting documents and annexure are filled;
ii. Documents have been properly signed.
iii. BESCOM shall have the authority to waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

13.4 Negotiations

It is absolutely essential for bidders to quote the lowest price at the time of making the offer in their own interest. BESCOM may go for any price negotiations with the firms.

14. Bid Evaluation

The evaluation process of the RFP, proposed to be adopted by BESCOM is indicated under this clause.

First the Qualification Requirement as per Section I- clause 1.4 will be evaluated. Documents and required forms uploaded by bidders as part of Qualification criteria will be opened and evaluated for compliance in this stage of evaluation. Only those bidders who qualify qualification requirements will be eligible for Technical Evaluation as in clause 14.1 Those bidders who do not meet the Qualification criteria will not be considered for Technical Evaluation.

14.1 Evaluation of Technical Bid

BESCOM will review the documents of the bidder. Evaluation shall be on the basis of technical specifications and documents provided by the Bidder.

Bidders who qualify the Pre-Qualification requirements will be evaluated as per the Technical evaluation described hereon.

The Principal Consultant proposed for this engagement shall make a technical presentation on "Adequacy of work plan and methodology" along with past experience and its capabilities vis-à-vis the requirements specified in this tender, before Tender Scrutiny Committee of BESCOM.
Project credentials submitted shall have Bidder as the Bidding entity and the executing entity. Any project credential, where the Bidder has subcontracted part or whole of the scope of work for the respective project shall not be considered.

Tender Scrutiny Committee shall evaluate and give score for the parameters described below.

Sl. No.	Evaluation Parameter	Scoring details	Max Points	Documentary Evidence
1	**Specific experience of the consultants related to the assignment**			
	The bidder should have experience in providing project management consultancy services covering SCADA, DMS, OMS project, Field automation with at least 300 Sub-	**Number of field automation devices:** a. More than 2000 field automation devices / Above 500 substations – 5 Points	5	Work Order and Self-Declaration by the bidder along with relevant documentary justifying the nature of

	Stations (SS) OR 500Nos of field automation devices integration.	b. 1001 to 2000 field automation devices / 401 to 500 substations - 3 Points		work
		c. 500 to 1000 field automation devices / 300 to 400 substations – 2 Point		
2	**Adequacy of work plan and methodology**			
	Understanding of the objectives of the assignment completeness and responsiveness:		25	Proposal & Presentation
	The extent to which the proposal responds exhaustively to all the requirements of all Scope of work.			
	For proposed consultancy project, the technical presentation by bidder should cover (not limited to):			
	● Understanding of requirements			
	● Approach & Methodology			
	● Organization Capabilities			
	● Team To be Deployed			
	● Proposed Project Plan			
	● Risk assessment & mitigation plan			
	● Quality Control Methodology			
	● Expertise of Supervisory Control and Data Acquisition (SCADA)-Distribution Management System (DMS)-Outage Management System (OMS) project and Field automation project			
	● Critical Success Factor			
	● Unique Value Proposition			
	Note: The presentation shall be delivered mandatorily by the Team proposed for this project.			

3	**Qualification and competence of key professional staff** The resources which are proposed under this section and under the resource requirement section of the RFP should; 1. Be on Role of the Bidder. 2.Have been engaged in the project for which the experience is listed in their resume.			
A)	**SCADA Expert / Consultant**	**i) General Qualifications** a. Educational Qualification – M.Tech/MBA In IT/B. Tech/B.E or equivalent b. Total Number of Years of experience i. Above 15 years - **8 Points** ii.Minimum 15 years – **5 Points** **ii) Adequacy of project** a. Number of SCADA/ADMS projects - **Each project 6 Points - Maximum 12 Points** b. Experience of working in Power Distribution Utilities – **4 Points (2 points each project)**	24	Self- Certified CV

B)	**IT Infrastructure Expert / Consultant**	**i) General Qualifications** a. Educational Qualification – M.Tech/MBA in IT/B. Tech/B.E or equivalent b. Total Number of Years of experience i.Above 10 years - **10 Points** ii.Minimum 10 years - **5 Points** **ii) Adequacy of Project** a. Number of SCADA/ADMS Projects – **Each project 4 points – Maximum 8 Points** b. Experience of working in power distribution utilities in - **2 Points (1 Point for each project)**	20	Self-Certified CV
C)	**Advanced Distribution Management System Expert/Consultant**	**i) General Qualifications** a. Educational Qualification – M.Tech/MBA in IT/B. Tech/B.E or equivalent b. Total Number of Years of experience i. Above 5 years - **6 Points** ii.Minimum 5 years - **2 Points** **ii) Adequacy of Project** a. Number of SCADA/ADMS Projects – **Each project 4 points – maximum 8 Points** b. Experience of working in power distribution utilities in - **2 Points (1 Point for each project)**	16	Self-Certified CV

4	**Suitability of the transfer of knowledge program**	• How the consultant plans to assess efficacy of the training programs conducted by the System Integration • Knowledge transfer to BESCOM upon exit	10	Proposal & Presentation

Even though the Bidder meets above qualifying criteria, as per their statement, they are subject to be disqualified if they have:

a. Made misleading or false representation in statements and documents submitted as proof of qualification requirement.

b. Record of poor performance such as not properly completing the contract, inordinate delay, completion, or financial failure, etc., in any of their previous projects.

14.2 Evaluation of Financial Bid

Evaluation methodology for this bid is Quality and Cost Based Selection (QCBS) with Technical and Financial weightages of 80:20. Price Bids of only technically qualified bidders (Bidders who score minimum 75 or more marks) will be opened for evaluation.

Particulars	Definition	Remarks
Normalized Technical Score (TS) of a bidder	$= \frac{\text{(TS of the bidder)}}{\text{(T1)}} \times 100$	Where TS is Technical Score T1 is the score of the bidder with highest TS
Normalized Financial score (FS) of a bidder	$= \frac{\text{(L1)}}{\text{(Price of the bidder)}} \times 100$	Where, FS is the financial score L1 is the least bidder Price

Final score(S) = (0.8* Normalized TS) + (0.2 * Normalized FS)

The bidder who scores maximum Final score (S) will be declared as successful Bidder (Q1).

a. BESCOM shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be responsive.

b. To evaluate a Price Proposal, BESCOM shall only use all the criteria and methodologies defined in Clause (14.2). No other criteria or methodology shall be permitted.

c. Bidders have to quote for complete package as a whole. To evaluate the Price Proposal, online Price quoted in Price Proposal Submission Sheet shall be considered by BESCOM.

d. Price quoted shall be inclusive of all applicable taxes such as income tax, duty, GST etc. & all other including own arrangements for workshops, transport, travel and for accommodation to himself & their staff, photograph, videography, stationery charges and all other related expenses for completing the scope of work & terms and conditions included in the RFP. For the purpose of the Evaluation and Comparison of Bids, "Bid Price" shall mean the price as quoted by each Bidder in their Proposal for the complete scope of works inclusive of all Applicable Tax, Duty, Levy charges.

14.3 Bids under consideration

Bids shall be deemed to be under consideration immediately after opening of Technical and price Bid and until such time official intimation of Award/rejection is made by BESCOM to the Bidders. While Bids are under consideration, Bidders and/or their Representatives or other interested Parties are advised to refrain from contacting by any means, BESCOM and/or the Employees/ Representatives on the matters related to the Bids under consideration.

14.4 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, BESCOM and/or his employees/ representatives on matters related to the Bids under consideration. BESCOM, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the Bids after the Bids have been opened.

14.5 Negotiations

It is absolutely essential for the Bidder to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

15. Award of Contract

15.1 Award Criteria

BESCOM will Award the Contract to the Successful Bidder whose Bid has been determined to be substantially responsive and has received the highest final score as defined in Section II Clause 14.2, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

Notwithstanding the above, if it is found that the performance Vis – a - Vis works awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

15.2 BESCOM's Right To Accept Any Bid and To Reject Any or All Bids

BESCOM reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM's action.

15.3 No Commitment to Accept Lowest or Any Tender

BESCOM shall be under no obligation to accept the highest scorer or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bidders or to listen to any representatives.

15.4 NOTIFICATION OF AWARD

Prior to the expiration of the period of Bid Validity / extended Validity Period, if any, BESCOM will notify the Successful Bidder in writing that their Bid has been accepted. The “Notification of Award/ Letter of Intent” shall constitute the formation of the Contract. BESCOM will promptly notify each unsuccessful Bidder and will discharge respective Bid Security, pursuant to Section I Clause 1.7.

16. EFFECT AND JURISDICTION OR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

17. TERMINATION FOR DEFAULT

BESCOM may without prejudice to any other remedy for breach of Contract by 14days written notice of default sent to the successful bidder, terminate the Contract in whole or in part.

a) If the successful bidder fails to deliver any or all of the goods/ items/services within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.
b) If the successful bidder fails to perform any other obligation(s) under the Contract.

18. LOCATION OF SERVICE

Services pertaining to this tender shall be applicable to BESCOM DAS Control Centers located in HSR Layout and Rajajinagar, Contractor's Site in Whitefield, Bengaluru and BESCOM Corporate Office at K R Circle, Bengaluru. BESCOM reserves the right to make changes in the locations list given to the contractor.

19. SIGNING OF CONTRACT

BESCOM notifies the successful Bidder that their Bid has been accepted.
Successful Bidder must enter into a Contract Agreement with BESCOM on Non-Judicial Stamp Paper of value Rs. 1000/- (as per the format that will be shared by BESCOM along with the LOI) within 15 days of issuing of the LoI (Letter of Intent).
Successful Bidder shall observe all the formalities stipulated in the LOI within the stipulated period. In the event of the successful bidder failing to deposit such security within the prescribed date, the Earnest Money Deposit shall be forfeited and BESCOM shall have full discretion to cancel the LoI/Purchase Order.

20. TIME – THE ESSENCE OF CONTRACT

The Time and Date of Completion of the Contract as stipulated in the Contract by BESCOM without or with modifications, if any, and so incorporated in the Letter of Intent, shall be deemed to be the essence of the Contract.

21. WORK SCHEDULE

a) The Contractor shall execute the work as detailed in the scope of work after the issuance of DWA.

b) Any other items of work not specifically mentioned, but which are essentially required for satisfactory performance & completeness of these works shall be deemed to be included in the scope of works and the same shall be executed / carried out by the Contractor at mutually agreed rates with BESCOM.

c) The whole of the works together with any temporary works associated there with shall be carried out by the Contractor in a satisfactory and

workmanship like manner with the materials and workmanship as specified to the entire satisfaction of the Engineer-in-charge, and in respect to work the decision of Engineer-in-charge will be final.

22. PAYMENT

a) The payment shall be made as specified in the General Conditions of the Contract (GCC).
b) All payments under the Contract shall be in Indian Rupees only.

23. CONTRACT PERFORMANCE GUARANTEE

Successful Bidder shall, within the time period stipulated in the LoI (Letter of Intent), provide a performance security in form of Performance Bank Guarantee (PBG) as per BESCOM's Format given in Form-2 issued by a Nationalized bank/Scheduled Commercial bank located in India for due performance of the successful Bidder

PBG amount is of Rs.9,95,041/- (Rupees Nine Lakhs Ninety-Five Thousand Forty One only) equivalent to Ten percent (10%) of the total Price of the Work Award, with a validity up to ninety (90) days beyond the Completion period.

The Contract Performance Guarantee is intended to secure the performance of the entire Contract in accordance with the terms and conditions specified in these documents and specifications. The Performance Guarantee will be discharged without any interest at the end of Guarantee Period.

Failure of the successful Bidder to submit PBG as explained above, shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event BESCOM may blacklist the successful bidder.

24. ADDITIONAL INFORMATION

For any technical support regarding e-procurement portal please contact e-procurement help desk;

Supports Timings: (9.00 am to 5:30pm)
Help Desk: +91-8046010000 +91-8068948777
Or
E-mail: support@eprochelpdesk.com

Sd/-
General Manager,
DAS, BESCOM.